



REQUEST FOR PROPOSALS

ADULT SOCCER OFFICIATING SERVICES

**PROPOSALS MUST BE RECEIVED BY
2:00 PM ON THURSDAY, APRIL 7, 2022**

City of Chino Hills
14000 City Center Drive
Chino Hills, CA 91709

City of Chino Hills
Request for Proposals
ADULT SOCCER OFFICIATING SERVICES

Date: March 11, 2022

Department: Community Services

Project Name: Adult Soccer Officiating Services

Proposal Due Date: April 7, 2022 Time: 2:00 P.M.

Proposals must be submitted to:

City of Chino Hills
City Clerk's Office
Attn: Marlene Siu
14000 City Center Drive
Chino Hills, CA 91709

Due Date and Delivery:

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. The proposer shall submit a package clearly marked on the outside as "**Adult Soccer Officiating Services**" to the City Clerk's Office. The package shall contain the following:

- Three (3) stapled or bound copies of the proposal
- One (1) copy of the cost proposal (use Price Summary Sheet) in a separate sealed envelope clearly marked "Sealed Cost Proposal".
- List including quantity of officials available, associations certification requirements, and details of year-round training programs.
- If the Contractor is a new vendor with the City, submit signed W-9, and New/Revised Vendor Information Form.

Proposals must be received by the City Clerk's Office **no later than 2:00 p.m. on Thursday, April 7, 2022**. Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

A. General Information

The City of Chino Hills ("City") is requesting proposals from companies or individuals for officiating services for the Adult Soccer Program.

The Adult Soccer Program consist of a full field, 11 vs. 11 leagues with games held at Grand Avenue Park (1301 Grand Avenue). League divisions include Men's 30+, Women's 30+, and Coed 30+. Games currently take place on Thursday evenings, Friday evenings, and all-day Sundays. Each season is currently 10 weeks long (including playoffs) with four seasons held throughout the year. The league services a maximum of 40 teams and averages 750 participants per season. Length of season and format is subject to change.

Any contract resulting from this RFP will be for a three-year contract with two additional one-year City options, for a contract term not to exceed five years.

B. Description of the Government

The City of Chino Hills is a General Law City in the State of California and is located in the Southwestern portion of San Bernardino County. The City was incorporated on December 1, 1991, and operates under a council-manager form of government. The City is a community consisting of approximately 45 square miles with an estimated population of 80,701. The City operates as a "contract city" utilizing contracts with other government entities, private firms and individuals to provide many traditional municipal services to the community. Contracted services include police, city attorney, animal control, and refuse collection.

C. Addendum

If it becomes necessary to revise any part of this RFP, an addendum to the RFP will be published and distributed through the City's website. All addenda shall become a part of the RFP document requiring acknowledgment by the proposer.

D. Evaluation and Tentative Schedule

The following is a tentative schedule of this entire RFP process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections, and the City reserves the right to modify this schedule as needed to accommodate the completion of this RFP process. The following is a tentative timeline for the evaluation and RFP selection procedure.

TENTATIVE SCHEDULE	
RFP Published	March 11, 2022
Questions from Proposers Due	March 22, 2022
Questions and Answers Posted	March 24, 2022
Proposals Due	April 7, 2022
Interviews (if necessary)	April 13-15, 2022
Anticipated Contract Award	May 24, 2022
Anticipated Start Date	July 1, 2022

City may require top candidates to interview to discuss proposal submitted by contractor.

E. Questions

Please direct any questions or concerns to communityservices@chinohills.org with Adult Soccer Officiating Services in the subject line or by phone (909) 364-2712 by 5:00 p.m. on Tuesday, March 22, 2022. Only questions with “**Adult Soccer Officiating Services**” in the subject line will be accepted. Answers to submitted questions will be posted on the City’s website.

F. Scope of Services:

Contractor to provide officiating services consistent with the rules of the Federation of International Football Association (FIFA) and other supplemental rules deemed appropriate by the City of Chino Hills Community Services Department for the Adult Soccer Program.

1. Contractor shall assign certified officials for the Adult Soccer Program. Certification must be by an organization that follows the U.S. Soccer Federation curriculum and guideline. Services include the provision of officials, scheduling of said officials, and guarantee attendance at scheduled events.
2. Contractor will provide COMPLETE list of certified officials prior to the start of each season.
3. Contractor must provide three (3) officials (2 linesmen and 1 head official) per game. Should the Contractor fail to provide 3 officials for any game, it is understood and agreed that liquidated damages in the amount of \$50 per game, per official shall be assessed and the sum shall be deducted from payment due to the Contractor. Damages may be waived if prior approval is received by assigned program City staff. Contractor must notify assigned program City staff at least 72 business hours prior to the start of the game. Games will be cancelled if less than 2 officials are present and damages will be assessed.
4. Officials must arrive on site dressed in approved soccer referee association uniform and be prepared to perform officiating services no later than fifteen (15) minutes prior to the scheduled game time and conduct themselves in a professional manner.
5. The City has the right to remove any official(s) from any game or league as deemed necessary by the City.
6. Officials arriving late (10 minutes after the start of the game) will not be permitted to work the first half but will begin officiating at the start of the second half. The rate of pay for this official will be reduced by half.
7. Officials will be required to complete a scorecard for each game and include pertinent details in regard to the game including score, penalty cards issued, behavioral reports, additional comments, etc....
8. If any players are ejected from a game, officials must submit in writing what occurred when the player was ejected. The report must be submitted within 24 hours of that game.
9. No official shall call games for any division in which he or she is a participant.

10. Contractor will be responsible for submitting invoices on Mondays to assigned program City staff. Contractor will be responsible for issuing payments to officials.

G. Deliverables:

The successful proposer shall provide:

1. Cover Letter

The Cover Letter shall be addressed to Marlene Siu, and at minimum, must contain the following:

- a. Identification of firm, including name, address, and telephone number.
- b. Name, title, address, and telephone number of contact person during period of proposal evaluation.
- c. Statement to the effect that the proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- d. Signature of a person authorized to bind the firm to the terms of the proposal.

2. Executive Summary

In a brief narrative, describe the proposed solution by setting forth the overall approach and plans to meet the requirements of the RFP. The intent of this narrative is to convey to the City that the firm understands the objective of the requested service, the nature of the work, and the level of effort necessary to successfully provide the defined services. The narrative should stipulate how the firm's approach and plans to provide the services are appropriate to the tasks involved.

3. Scope of Work / Methodology

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The methodology should include:

- a. Approach to the work – Contractor should outline how they plan to achieve the results desired with regards to the services described in the Scope of Services. Include items such as how contractor plans to communicate with City staff, prioritization of officiating assignments, methodology taught to officials to resolve on-field conflicts, and steps taken to resolve underperforming officials.
- b. Staffing- Contractor to identify staff & key personnel. Please include references to related staff professional training, experience, and number qualified officials available to be assigned.
- c. Cost Proposal (Price Summary Sheet) – Contractor shall provide a review of rates for the proposed services (Attachment No. 2). It is the City's intent to negotiate a fixed fee "not to exceed" contract for mutually agreed upon services. Contractor will bill weekly for the contracted services based on the agreed upon of fees.

4. References

Provide at least three (3) references, past and present, using the same comparable service being proposed and indicate the scope of work, date, and the name, email address, and telephone number of the client contact. Also, provide a complete list of other municipalities in California utilizing your services over the past five (5) years.

5. Required Statements

- a. A statement that all charges for services will be a "Not-To-Exceed" fee, as submitted with and made part of said Contractor's quote.
- b. A written statement by the Contractor that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.
- c. A written statement by the Contractor shall allow all authorized federal, state, county, and the City officials' access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three (3) years.
- d. A written statement that the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- e. A written statement that the Contractor shall comply with the California Labor Code., pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.

H. Administrative Elements:

1. The Contractor shall assign a responsible representative and an alternate to perform the assigned tasks. Staff members shall be identified in the proposal. The representative will be responsible for all duties. If the primary representative is unable to continue with the project, then the alternate representative will become the primary representative. Any other changes in responsible representative must be approved, in advance, by the City. The City will have the right to reject other proposed changes in personnel and may consider any other changes in responsible personnel a breach of contract.
2. The Contractor shall provide all necessary personnel, transportation, equipment, and materials to perform the described services.
3. The City reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.
4. The City reserves the right to negotiate mutually acceptable service-related conditions, including cost.
5. Proposals will be evaluated on the basis of the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria. The City may use some or all of the following criteria and corresponding

percentages in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criteria and percentage of score as deemed appropriate prior to the commencement of evaluation.

EVALUATION CRITERIA	PERCENTAGE OF SCORE
Qualifications and experience of the Proposer and staffing related to the services described in this RFP	25%
Proposers ability and available resources, including staffing, to performing the requested services.	25%
Approach to work including communication with City staff, evaluation of officials, and approach to resolving on-field conflict.	20%
References	10%
Proposed costs.	20%

I. Agreement:

The City provided a copy of the Professional Services Agreement. Please review the agreement and provide the City with a written statement of your firm’s willingness to accept the terms of the agreement. Please specifically identify each and every term of the agreement which your firm is unwilling to accept, and the reason therefore (see Attachment No. 1). Please provide proposed Compensation and Scope of Work with your proposal, in a separate sealed envelope

J. Insurance:

Within ten (10) business days of successful selection, Contractor must provide the City with Certificates of Insurance providing coverage as outlined in the attached sample agreement naming the City, its agents and officers as additional insureds by written endorsement.

K. Business License:

The successful Contractor(s) is required to obtain a City Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal.

L. Public Information:

All materials received relative to this RFP will become public information and be available for inspection after the award of bid. The City reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

M. Attachments:

- Attachment No. 1 – Professional Services Agreement
- Attachment No. 2 – Price Summary Sheet
- Attachment No. 3 – New/Revised Vendor Information Form

Attachment No. 1 Professional Services Agreement

AGREEMENT NO. A2022- FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF CHINO HILLS AND NAME OF COMPANY

BRIEF DESCRIPTION OF PROJECT

THIS AGREEMENT, made and entered into this 23rd day of February, 2022, between the CITY OF CHINO HILLS, a municipal corporation, hereinafter referred to as "City" and [REDACTED] hereinafter referred to as "Consultant". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform the services set forth in Exhibit A "SCOPE OF SERVICES" attached hereto and made a part hereof. Consultant shall submit its work to the City for its review after completing each phase of the project as described in Exhibit A, or when otherwise requested by the City. Consultant shall, at its own cost, make any revisions of its own work as required by the City and re-do, at its own cost, any work which the City finds unsatisfactory due to Consultant's or subcontractor's errors or omissions. Consultant represents and warrants that it has the qualifications, experience and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law. Consultants shall begin its services under this Agreement on [REDACTED].

2. STATUS OF CONSULTANT. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City except information or reports required by government agencies to enable Consultant to perform its duties under this Agreement.

3. CONSULTANT'S KNOWLEDGE OF APPLICABLE LAWS. Consultant shall keep itself informed of applicable local, state and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall observe

and comply with all such laws and regulations affecting its employees. City and its officers and employees, shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

4. PERSONNEL. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services hereunder and shall obtain the approval of the City Manager of all proposed staff members performing services under this Agreement prior to any such performance.

5. COMPENSATION AND METHOD OF PAYMENT. Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. Total compensation shall not exceed \$ [REDACTED]. Payments shall be made within forty-five (45) days after receipt of each invoice as to all undisputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

6. ADDITIONAL SERVICES OF CONSULTANT. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

7. ASSIGNMENT. All services required hereunder shall be performed by Consultant, its employees or personnel under direct contract with Consultant. Consultant shall not assign to any subcontractor the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of City Manager.

8. FACILITIES AND RECORDS. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

9. TERMINATION OF AGREEMENT. This Agreement will terminate on February 13, 2021. This Agreement may be terminated with or without cause by either party upon 30 days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.

10. COOPERATION BY CITY. All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Scope of Services, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

11. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall, become the sole property of City. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

12. RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the California Public Records Act, Government Code § 6250, et seq. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

If Consultant or any of its officers, employees, consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant's conduct, including the City's attorney's fees.

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or

similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(b) Consultant covenants that neither they nor any officer or principal of their firm have any interest in, or shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant further covenants that Consultant has not contracted with nor is performing any services directly or indirectly with any developer(s) and/or property owner(s) and/or firm(s) and/or partnerships owning property in the City or the study area and further covenants and agrees that Consultant and/or its subcontractors shall provide no service or enter into any agreement or agreements with any developer(s) and/or property owner(s) and/or firm(s) and/or partnerships owning property in the City or the study area prior to the completion of the work under this Agreement without the express written consent of the City Manager.

13. DEFAULT. In the event that Consultant is in default of any of the provisions of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant.

14. INDEMNIFICATION.

(a) Consultant represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Consultant, and City relies upon the skills and knowledge of Consultant. Consultant shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.

(b) Consultant is an independent contractor and shall have no authority to bind City nor to create or incur any obligation on behalf of or liability against City, whether by contract or otherwise, unless such authority is expressly conferred under this agreement or is otherwise expressly conferred in writing by City. City, its elected and appointed officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or to any other person for, and Consultant shall indemnify, defend, protect and hold harmless the Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which the Indemnitees may suffer or incur or to which the Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the negligent or wrongful acts or omissions of Consultant, its agents, officers, directors or employees, in performing any of the services under this agreement.

If any action or proceeding is brought against the Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify the Indemnitees as above provided, Consultant, upon notice from the CITY, shall defend the Indemnitees at Consultant's expense by counsel acceptable to the City. The Indemnitees need not have first paid any of the matters as to which the Indemnitees are entitled in order to be so indemnified. The insurance required to be maintained by Consultant under paragraph 15 shall ensure Consultant's obligations under this paragraph 14(b), but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this paragraph 14(b) shall survive the expiration or earlier termination of this agreement.

The Consultant's indemnification does not extend to Claims occurring as a result of the City's sole negligent or willful acts or omissions.

15. INSURANCE.

A. Insurance Requirements. Consultant shall provide and maintain insurance acceptable to the City Attorney in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Consultant shall provide the following scope and limits of insurance:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as:

(a) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or owned, hired, non-owned, scheduled, non-scheduled or rented vehicles, (or combination thereof dependent upon working being performed under contract), or equivalent forms subject to the written approval of the City.

(c) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(d) Errors and omissions liability insurance appropriate to the Consultant's profession.

(2) Minimum Limits of Insurance. Consultant shall maintain limits of insurance no less than:

(a) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities related to this Agreement or the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).

(b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(c) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(d) Errors and Omissions Liability: \$1,000,000 per claim.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the City.

(2) General Liability and Automobile Liability Coverages.

(a) City, its officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs, products and completed operations of Consultant; premises owned, occupied or used by Consultant, or automobiles owned, leased or hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, or employees.

(b) Consultant's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage.

Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and agents for losses arising from work performed by Consultant for City.

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

(1) Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of the City, either the insurer shall reduce or

eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

16. NONDISCRIMINATION/NONPREFERENTIAL TREATMENT STATEMENT. In performing this Agreement, the Parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply, to the fullest extent allowed by law, with all applicable local, state and federal laws relating to nondiscrimination.

17. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101, et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

18. ENTIRE AGREEMENT. This Agreement is the complete, final, entire and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

19. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the San Bernardino County Superior Court.

20. ASSIGNMENT OR SUBSTITUTION. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant by this Agreement. In recognition of that interest, neither any complete nor partial assignment of this Agreement may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Agreement

entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

21. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the City Council and the Consultant. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

22. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Consultant to the performance of its obligations hereunder.

23. NOTICES. Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice by email, or upon such party deposited in the custody of the United States Postal Service addressed as follows:

City.
Attention: City Clerk
City of Chino Hills
14000 City Center Drive
Chino Hills, California 91709

Consultant.
Attention:
Name
Address
City, State and Zip

Email: cityclerk@chinohills.org

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

24. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

- A. Exhibit A: Scope of Work
- B. Exhibit B: Compensation

25. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

CITY OF CHINO HILLS

(INSERT COMPANY NAME HERE)

Ray Marquez
Mayor

(Signature)

ATTEST:

(Printed name/Title)

Cheryl Balz
City Clerk

(Date)

(Date)

(Signature)

APPROVED AS TO FORM:

(Printed Name/Title)

Mark D. Hensley
City Attorney

(Date)

**ATTACHMENT NO. 2
 PRICE SUMMARY SHEET**

Enter below the proposed price for the services described in the Scope of Work. Prices shall include direct costs, indirect costs, tax and profits. The quantities provided below are for RFP evaluation purposes only. The City's intention is to award a fixed unit-price type contract.

Year #1

	Event Services	UNIT PRICE (per game)	Max Number of Games (per year)	TOTAL
2022	Three Officials System	\$	400	\$
2022	Assignor Fee	\$	400	\$
Subtotal				\$

Year #2

	Event Services	UNIT PRICE (per game)	Max Number of Games (per year)	TOTAL
2023	Three Officials System	\$	800	\$
2023	Assignor Fee	\$	800	\$
Subtotal				\$

Year #3

	Event Services	UNIT PRICE (per game)	Max Number of Games (per year)	TOTAL
2024	Three Officials System	\$	800	\$
2024	Assignor Fee	\$	800	\$
Subtotal				\$

City of Chino Hills
 Adult Soccer Officiating Services

Year #4 – City Option

	Event Services	UNIT PRICE (per game)	Max Number of Games (per year)	TOTAL
2025	Three Officials System	\$	800	\$
2025	Assignor Fee	\$	800	\$
Subtotal				\$

Year #5 – City Option

	Event Services	UNIT PRICE (per game)	Max Number of Games (per year)	TOTAL
2026	Three Officials System	\$	800	\$
2026	Assignor Fee	\$	800	\$
Subtotal				\$

Grand Total \$

Alternate Pricing – Year #1

	Event Services	UNIT PRICE (per game)	Max Number of Games (per year)	TOTAL
2022	Two Officials System	\$	Only when approved in place of a three-officials system	
2022	Assignor Fee	\$		
Subtotal				\$

Alternate Pricing – Year #2

	Event Services	UNIT PRICE (per game)	Max Number of Games (per year)	TOTAL
2023	Two Officials System	\$	Only when approved in place of a three-officials system	
2023	Assignor Fee	\$		
Subtotal				\$

City of Chino Hills
 Adult Soccer Officiating Services

Alternate Pricing – Year #3

	Event Services	UNIT PRICE (per game)	Max Number of Games (per year)	TOTAL
2024	Two Officials System	\$	Only when approved in place of a three-officials system	
2024	Assignor Fee	\$		
			Subtotal	\$

Alternate Pricing – Year #4

	Event Services	UNIT PRICE (per game)	Max Number of Games (per year)	TOTAL
2025	Two Officials System	\$	Only when approved in place of a three-officials system	
2025	Assignor Fee	\$		
			Subtotal	\$

Alternate Pricing – Year #5

	Event Services	UNIT PRICE (per game)	Max Number of Games (per year)	TOTAL
2026	Two Officials System	\$	Only when approved in place of a three-officials system	
2026	Assignor Fee	\$		
			Subtotal	\$



NEW / REVISED VENDOR INFORMATION FORM

New Revised Vendor # _____

Agreement No. A _____

PROJECT INFORMATION

City Contact: _____

Type of Services to be provided to the City: _____

VENDOR INFORMATION

Vendor (Legal Entity) Name: _____

DBA: _____ Website: _____

Mailing Address: _____

Payment Address: _____

Main Contact: _____

Phone: _____ Email: _____

Secretary of State No.: _____ Active

City Business License No.: _____ Exp. Date: _____

If applicable:

CA Contractor License No.: _____ Exp. Date: _____

Dept. of Industrial Rel. No.: _____ Exp. Date: _____

EFT

Yes - EFT form attached Vendor mailing EFT form to Accounts Payable

No - Reason: _____

It is the responsibility of requestor to verify all vendor information.

Requested By / Date: _____

As Approver I certify that the above listed vendor is a legitimate vendor with which the City can do business and the attached information is accurate.

Approved By / Date: _____

Approved By / Date: _____

Attach copy of a completed W9 and EFT Form and submit to Accounts Payable